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GENERAL BILL OF SALE AND ASSIGNMENT

This is a Bill of Sale and Assignment ("this Bill of Sale") from Delta Services Industries, a Louisiana Joint Venture, ("Seller") to Petroleum Treaters, Inc., a Delaware Corporation ("Buyer").

Seller and Buyer have executed a certain Purchase Agreement ("the Purchase Agreement") under the terms of which Seller is required to sell and Buyer is required to purchase all of Seller's right, title, and interest in and to the assets and property, ("the Assets"), real and personal, tangible and intangible, of every kind and description, wherever located, which are used in the conduct of or which constitute a part of the business of the division of Seller known as Petroleum Treaters, exclusive of certain assets mentioned in Section 1 of the Purchase Agreement. The Purchase Agreement requires Seller to deliver to Buyer at the Closing, or to cause to be delivered to Buyer at the Closing, certain bills of sale, assignments, and other documents and instruments, which are necessary to effect the sale, assignment, conveyance, and transfer of the Assets to Buyer as required by the Purchase Agreement. One of the documents which Seller is required by the Purchase Agreement to execute and deliver to Buyer is this Bill of Sale.

Therefore, pursuant to the terms and conditions of the Purchase Agreement, Seller, by executing and delivering this Bill of Sale to Buyer, sells, assigns, conveys, and transfers to Buyer all of the Assets which have not been specifically identified in and contemporaneously herewith sold, assigned, conveyed, transferred, and delivered or surrendered to Buyer pursuant to a deed, assignment document, or other document or instrument other than this Bill of Sale.

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Seller hereby acknowledges that it is Seller's intention, pursuant to the terms and conditions of the Purchase Agreement, by this Bill of Sale and all other deeds, assignment documents, and other documents and instruments executed and delivered by Seller to Buyer to effect the sale, assignment, conveyance, and transfer to Buyer of all the Assets and that no right, title, or interest in any of the same is retained by Seller.

To the extent provided in the Purchase Agreement and pursuant to the terms and conditions thereof, Seller acknowledges and agrees that all the warranties, representations, and agreements made by Seller in the Purchase Agreement with respect to the assets and property to be sold and purchased thereunder apply with respect to the assets and property covered by this Bill of Sale, and that the same and all Buyer's rights with respect to the same shall survive the execution and delivery of this Bill of Sale as provided in the Purchase Agreement.

IN WITNESS WHEREOF, this Bill of Sale has been executed as of August 1, 1983.

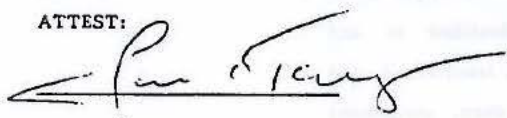
DELTA SERVICES INDUSTRIES
By its Joint Venturers:

DELTA SERVICES, INC.

BY: 

(SEAL)

ATTEST:



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DELTA SERVICES INDUSTRIES, INC.

BY:

Elmer Leroy

(SEAL)

ATTEST:

Paul Stuart

PETROLEUM TREATERS, INC.

BY:

Leo D. Long

(SEAL)

ATTEST:

Marjorie W. Martin

FILED FOR RECORD
PARISH OF
TERREBONNE, LA.

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Nancy Bondman
DEPUTY CLERK OF COURT

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